



PROFESSIONAL INDEMNITY INSURANCE PROPOSAL

Please return this completed proposal to:

Charmaine Robertson
Account Broker
Jardine Lloyd Thompson Pty Ltd
Level 15, 500 Collins Street
Melbourne VIC 3000
Telephone: 1300 655 931
Facsimile: (03) 9614 3600
Email: robec@jlta.com.au

IMPORTANT NOTICES

- Please **answer ALL questions** fully. If there is insufficient space please provide details on your letterhead.
- A copy of your **Personal & Business CV** should be included with this application.
- Where provided, **Tick (√)** appropriate box to indicate answer.
- You can lodge your application by either **facsimile, email or mail** as shown above.
- The Applicant will be referred to in this Proposal as **“You”** or **“Your”**.
- You must ensure that you **Read and Understand** the statutory notices attaching to this proposal form.
- On receipt of your completed application, a quotation will normally be lodged by JLTA within 5 working days unless additional information is required.

A. DETAILS OF APPLICANT

1. **Full Name of Practice to be Insured:**

Postal Address:

Contact:

Telephone:

Mobile:

Facsimile:

Email:

Are you a member of the AIAST?

YES/ NO

AIAST ID No:



2. Please supply the following details:

Names of all Partners / Principals / Directors	Age	Qualifications	Date Qualified	Period Practising as Partner / Principal / Director	
				This Practice	Previous Practices

3. Please supply total numbers of:

- | | | | |
|---------------------------------------|----------------------|---|----------------------|
| (i) Partners / Principals / Directors | <input type="text"/> | (v) Non-technical administrative staff | <input type="text"/> |
| (ii) Professional qualified staff | <input type="text"/> | (vi) Clerical staff - typists, receptionists etc | <input type="text"/> |
| (iii) Other technical staff | <input type="text"/> | (vii) Other staff (please specify) | <input type="text"/> |
| (iv) Trainee Staff | <input type="text"/> | Total all Partners / Principals / Directors and staff (excluding Contractors) | <input type="text"/> |

B. DETAILS OF PRACTICE

4. (a) Has any other practice or business amalgamated or merged with you? YES / NO
- (b) Have you purchased any other practice or business? YES / NO

If you have answered YES to either (a) or (b) please supply details.

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5. (a) Please provide details of the precise nature of activities or business. A copy of your business CV should also be attached.

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C. TYPE OF WORK

6. Please provide the percentage breakdown of Your primary areas of practice as follows.

..... % <input type="checkbox"/>	Animal Nutrition: Intensive % <input type="checkbox"/>	Forestry
..... % <input type="checkbox"/>	Animal Nutrition: Other % <input type="checkbox"/>	Horticulture & Viticulture
..... % <input type="checkbox"/>	Animal Breeding & Genetics % <input type="checkbox"/>	Irrigation & Water use
..... % <input type="checkbox"/>	Aquaculture % <input type="checkbox"/>	Marketing or Primary Products
..... % <input type="checkbox"/>	Broad acre agronomy % <input type="checkbox"/>	Other agronomy
..... % <input type="checkbox"/>	Communication & Training % <input type="checkbox"/>	Plot & Product trials
..... % <input type="checkbox"/>	Salinity/ Erosion/ Control (Design) % <input type="checkbox"/>	**Research and Development (see below)
..... % <input type="checkbox"/>	Salinity/ Erosion (Advice Only) % <input type="checkbox"/>	Farm & Business Planning
..... % <input type="checkbox"/>	Flora & Fauna Surveys % <input type="checkbox"/>	Soil Science & Plant Nutrition
..... % <input type="checkbox"/>	Food Science	100 % <input type="checkbox"/>	*Other: _____

*Please specify each category and provide full details of activities undertaken.

**Project Management _____ %

**Trial and Error Testing _____ %

**Other (please specify) _____ %

7. Details of Specific High-risk Activities

(a) Do You provide investment advice to clients? (If YES, please choose between (i) and (ii)) YES / NO

(i) Is the investment advice a result of general agricultural advice? YES / NO

or

(ii) Is the advice specific to investment performance, relating to returns or income? YES / NO

(b) Do you provide prospectus and / or publication offering advice to clients? (If YES, please attach details of such services provided.) YES / NO

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(c) Do you provide advice on Contaminated Site or offer specific Environmental Consultancy services? (If YES, please attach details of such services). YES / NO

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8. Merchandising

Do you sell, market or merchandise any goods or products.

YES / NO

If you have answered YES to Q8 on the previous page, please provide details as follows:-

Activity	Gross Income Merchandising	Gross Income Advice Only	Combined Gross Income
Fertilisers			
Herbicides			
Treatments			
Other (please supply details)			

D. FINANCIAL DETAILS (excluding Merchandisers declared under Question 8 above)

9. (a) Please advise the date of your financial year end

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(b) Please provide the amount of gross income / fees for the following (excluding GST):

	Australia	Overseas
Current financial year (estimate)	\$A	\$A
Previous year	\$A	\$A

(c) Please provide the amount of the largest annual fee for any one client:

\$A \$A

E. CLAIMS DETAILS

10. Has any Partner, Principal, Director or staff member ever been subject to disciplinary proceedings for professional misconduct?

YES / NO

If YES, please supply details.

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11. Have any claims for negligence or breach of professional duty been made in the last ten (10) years against the Practice or any of their predecessors in business or any prior Practice of any of their present or former Partners, Principals or Directors, or have circumstances been notified to insurers that might give rise to a claim ?

YES / NO

If YES, please provide the following details in respect to each matter.

Date Matter Notified	Name of Insurer (If Any)	Name of Claimant or Potential Claimant	Brief Description of Matter	Amount Paid or Estimate of Potential Liability	Is Matter Finalised or Outstanding ?

12. Are any of the Partners, Principals or Directors, AFTER ENQUIRY, aware of any claim or circumstance that might give rise to a claim against the Practice or any prior Practice or any of their present or former Partners, Principals or Directors, which matter is not referred to in Question 9 above ?

YES / NO

If YES, please provide the following details in respect to each matter.

Name of Claimant or Potential Claimant	Brief Description of Matter	Estimate of Potential Liability

F. DETAILS OF INSURANCE COVER

13. Has the Practice, Principal or Director ever been refused this type of Insurance, or had similar insurance cancelled, or had an application of renewal declined, or had special terms imposed ?

YES / NO

If YES, please supply details.

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14. Do you currently have a Professional Indemnity policy in force? *YES / NO
 *If you have answered YES to the above please advise your expiry date Expiry: _____

15. Limits of Indemnity required

A. Professional Indemnity

Limits available (any one claim) \$1 Million \$2 Million \$5 Million Other _____

Limit: \$ _____ In the annual aggregate (refer to previous policy)

B. Public Liability (OPTIONAL)

Limits available (any one claim) \$5 Million \$10 Million \$20 Million Not required

G. Risk Management

16. A. Do you make written records of all advice provided by you? YES / NO

If YES do you provide a copy of the written advice to your clients?

B. Do you have written engagement letters outlining the terms and limitation of your advice to your clients? YES / NO

C. Do you provide your clients with written advice at the end of your consulting services to confirm your advice has been completed? YES / NO

D. Do you invoice all your clients within 14 days of providing advice? YES / NO

If NO, please provide details of invoicing policy. Enter estimated number of days to invoice.

E. How often do you back up your IT systems to a separate recording device. _____

F. Do you store the back-up of your IT system "off-site" ? YES / NO

G. Have you attended or completed any business risk management seminars conducted by AIAST? YES / NO

If YES please provide details of what seminar, when and where.

H. Have you successfully completed the on-line training by Jardine Lloyd Thompson in 2007? YES / NO

I. Please describe any other risk management procedures you use in your business.

J. Do you record any complaints you receive in a Complaints Register? YES / NO

K. Are you a member of AAAC? YES / NO

If Yes, please advise membership level Member / Provisional Member



- L. If you have answered Yes to question K above, in what year did you join AAAC? Year _____
- M. Did you attend Professional Development workshops run by AAAC in 2006 or 2007? YES / NO
- N. If you are a principal in a consulting firm and you have non AAAC members on staff, do you sign off on their work thereby ensuring its professional standard? YES / NO

H. DECLARATION

17. I, the undersigned, after enquiry declare as follows:

- A I am authorised by each of the other Applicants to make this Proposal.
- B I have read and understood the Notice to the Proposed Insured on the front of this Proposal.
- C I have read this Proposal and the accompanying documents and acknowledge the contents of same to be true and complete.
- D I understand that, up until a contract of insurance is entered into, I am under a continuing obligation to immediately inform the Insurer of any change in the particulars or statements contained in this Proposal or in the accompanying documents.
- E I confirm that I have a current AIAST Membership as at the date of applying for this insurance and will hold Membership during the term of this insurance.
- F I authorise Jardine Lloyd Thompson Pty Ltd as appointed Broker to the AIAST Professional Indemnity scheme to approach QBE Insurance (Australia) Limited on my behalf to obtain renewal terms for any replacement to an existing policy held with them.
- G I understand the use of information supplied in this application may be shared between Jardine Lloyd Thompson Pty Ltd and AIAST.

Although the signing of this Proposal does not bind the Applicants to effect insurance, the Applicants acknowledge that the particulars and statements contained in this Proposal and in the accompanying documents shall be the basis of the contract should a Policy be issued; and further, the Applicants acknowledge that the Proposal and the accompanying documents will be incorporated in the Policy.

Name of Practice to be Insured: _____ ABN: _____

Signed: Partner, Principal or Director: _____ Date: _____
(circle capacity)

Important Information

YOUR DUTY OF DISCLOSURE

Before you enter into a contract of general insurance with an insurer, you have a duty under the Insurance Contracts Act 1984, to disclose to the insurer every matter that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms. The same duty arises on renewal, extension, reinstatement or variation of the policy. The disclosure required is especially important in matters relating to the physical risk, past claims, cancellation of insurance covers, the imposition of increased premiums, insolvency or criminal convictions. Disclosure is not limited to specific questions in a proposal or matters applying to the insured named in the policy but includes other relevant matters including past business or businesses or private insurances. If you breach the duty, even innocently, the insurer may be able to reduce its liability in respect of a claim or may cancel the contract. If the non-disclosure is fraudulent the insurer may also have the option of avoiding the policy from inception.

HOLD HARMLESS AGREEMENTS, CONTRACTING OUT, REMOVAL OF SUBROGATION RIGHTS

You may prejudice your rights to a claim if, without prior agreement from your insurer, you make any agreement that could prevent the insurer from recovering the loss from a third party. These "hold harmless" clauses are often found in leases, licences and contracts for maintenance, supply, construction and repair.

INSURING THE INTEREST OF OTHER PARTIES

If you require the interest of another party to be covered by the policy, you MUST request this. Most policies will exclude indemnity to other parties (e.g. mortgagees, lessors, principals etc.) unless their interest is expressly noted on the policy.

CHANGE OF RISK OR CIRCUMSTANCES

Please tell us about any changes to your circumstances or business, such as location changes, new or changed business activities, as they could affect your insurances.

THE AVERAGE CLAUSE – UNDER INSURANCE

Home buildings and contents, fire, business interruption and industrial special risks policies often contain an average clause. This means that you should insure for full value which may be replacement, indemnity or market value depending on the type of insurance cover arranged. If you are under insured your claim may be reduced in proportion to the amount of under-insurance.

SERVICE DIFFICULTIES

We would like to know if you are not satisfied with our services. If you have any difficulties please contact your account manager or our Complaints Manager. Jardine Lloyd Thompson Pty Ltd (JLT) subscribe to the Insurance Brokers Dispute Facility, which is a free consumer service, and the General Insurance Broker's Code of Practice. Additional information is available from your local JLT office.

REFUND PREMIUMS

In the event of any refund premium being allowed for the cancellation or adjustment of this insurance policy, JLT reserves the right to retain all brokerage, fees and charges.

CONFIRMATION OF TRANSACTION

You may contact us by telephone or in writing to confirm any transaction under your policy, such as renewals and endorsements. If necessary, we will obtain the information for you from the insurer.

COOLING OFF PERIOD FOR RETAIL CLIENTS

If you are a retail client as defined in the Corporations Act 2001 as amended (the 'Act') and enter into a contract of insurance on or after 11 March 2002, you may be entitled to a minimum 14 day cooling-off period during which you may return the insurance policy and receive a refund of the insurance premium paid (less amounts lawfully deducted), subject to the requirements of the Act and the terms and conditions of your policy. This does not affect any other cancellation rights you may have under your policy. Please check your policy and schedule upon receipt to be sure you have the cover you require. If the cover does not meet your needs, please contact your Jardine Lloyd Thompson account executive **immediately** for advice as to your rights.

COLLECTION STATEMENT UNDER PRIVACY ACT 1988

In accordance with the Privacy Act 1988 (and subsequent amendments), we, JLT (and our subsidiaries and related entities) draw your attention to the following:

- We may collect personal information about you in connection with our services.
- We collect the information principally for the purpose of approaching the (re)insurance market, placing insurance, assessing and advising you on your insurance needs, claims handling or risk management (depending on your requirements). Other purposes include providing you with information about other JLT products or services. If you are proposing for or renewing insurance, the information is required pursuant to your duty of disclosure under the Insurance Contracts Act 1984, the Marine Insurance Act 1909 or at common law.
- The information we collect may be disclosed to third parties including but not limited to (re)insurers, insurance intermediaries, service providers, finance providers, advisers, agents and JLT related Group companies.
- By providing the information requested you agree to us collecting, using and disclosing your personal information as outlined in this Collection Statement.
- If you do not provide all or part of the information requested, we may be unable to provide the required services and you may prejudice your insurance cover.
- You have the right to request access to, and correct, any personal information that we hold about you, subject to the provisions of the Privacy Act 1988.
- To assist us in maintaining correct records we ask you to inform us of any changes in your personal information provided, as they occur.
- If you provide us with personal information about other individuals, you must ensure that those persons have been made aware of the above matters. Where the information collected relates to health, criminal record or other sensitive information as defined in the Privacy Act 1988, you must obtain any necessary consents from the person concerned.
- Our Privacy Policy can be made available on request or can be accessed on our website (www.ilta.com.au).
- For further information contact your account executive or the JLT Privacy Officer:

Jardine Lloyd Thompson Pty Ltd,
66 Clarence Street,
SYDNEY NSW 2000

Telephone: (02) 9290 8000

CLAIMS MADE POLICY

This proposal is for a "claims made" policy of insurance. This means that the policy covers you for claims made against you and notified to the insurer during the period of cover. This policy does not provide cover in relation to:

- events that occurred prior to the retroactive date of the policy (if such a date is specified);
- claims made after the expiry of the period of cover even though the event giving rise to the claim may have occurred during the period of cover;
- claims notified or arising out of facts or circumstances notified (or which ought reasonably to have been notified) under any previous policy;
- claims made, threatened or intimated against you prior to the commencement of the period of cover;
- facts or circumstances which you first became aware prior to the period of cover, and which you knew or ought reasonably to have known had the potential to give rise to a claim under this policy;
- claims arising out of circumstances noted on the proposal form for the current period of cover or on any previous proposal form. However, where you give notice in writing to the insurer of any facts that might give rise to a claim against you as soon as reasonably practicable after you become aware of those facts but before the expiry of the period of cover, the policy will, subject to the terms and conditions, cover you notwithstanding that a claim is only made after the expiry of the period of cover.

IF THERE IS ANY PART OF THE ABOVE THAT YOU DO NOT UNDERSTAND OR YOU REQUIRE FURTHER EXPLANATION, PLEASE CONTACT US IMMEDIATE